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8/21*

FORM PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

09-28-2000



TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

101473940

Please record the attached original documents or copy thereof.

ATTORNEY DOCKET NO.: 13103. 3003

1. Name of conveying party:

Mansfield Oil Company of Gainesville, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Georgia
- Other

Additional names of conveying parties attached?

YES  NO

2. Name and address of receiving party:

Name: Clark Retail Enterprises, Inc.

Street Address: 800 Roosevelt

City: Glen Ellyn

State: Illinois

Zip: 60137

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Delaware
- Other

If Assignee is not domiciled in the United States, a domestic representative designation is attached:

YES  NO

Additional name(s) and address(es) attached?

YES  NO

3. Nature of conveyance:

Assignment

Merger

Other: License Agreement

Security Agreement

Change of Name

Execution Date: December 27, 1999

Effective Date: December 21, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s): 981,750

Additional numbers attached?  YES  NO

5. Name and address of party to whom correspondence concerning document should be mailed:

William H. Needle  
NEEDLE & ROSENBERG, P.C.  
Suite 1200, The Candler Building  
127 Peachtree Street, N.E.  
Atlanta, Georgia 30303-1811  
(404) 688-0770

6. Total number of applications and registrations involved: 1

09/27/2000 DINGUYEN 00000361 981750 01 FC:461

7. Total fee (37 CFR 3.41): \$65.00

Enclosed

Authorized to be charged to Deposit Account.

\*\*\*\*\*  
 The Commissioner is hereby authorized to charge any additional fees which may be required, or  
 credit any overpayment, to Deposit Account No. 14-0629.  
 \*\*\*\*\*

8. Deposit account number: 14-0629

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(Attach duplicate copy of this form if paying by deposit account)

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

*William H. Needle*

*8-18-00*

William H. Needle

Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: 6

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: BOX ASSIGNMENT, Assistant Commissioner for Trademarks, Washington, D.C. 20231, on this 18<sup>th</sup> day of August, 2000.

*Tasha Jones*

*8/18/00*

Tasha Jones

Date

**TRADEMARK LICENSE AGREEMENT**

THIS TRADEMARK LICENSE AGREEMENT ("Agreement") is made and entered into by and between Mansfield Oil Company of Gainesville, Inc., a Georgia corporation whose principal place of business is 1025 Airport Parkway, SW, Gainesville, GA 30501 ("Licensor"), and Clark Retail Enterprises, Inc., a Delaware corporation whose principal place of business is 800 Roosevelt, Glen Ellyn, Illinois 60137 ("Clark").

WHEREAS Clark has assigned to Licensor its entire right, title, and interest in the trademark and service mark HOP-IN FOOD STORES (and Design) and the registration therefor, U.S. Patent and Trademark Office Registration No. 981,750 ("the Mark"), together with the good will associated with the Mark, in consideration of a payment of \$100,000 and this License Agreement; and

WHEREAS, by virtue of said assignment, Licensor is the owner of all right, title, and interest in and to the Mark; and

WHEREAS, the parties desire that Clark and its affiliates (collectively "Licensee") be permitted to use the Mark as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing assignment of the Mark and the mutual promises set forth below, together with other good and valuable consideration, the

sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. GRANT OF LICENSE**

Licensor hereby grants to Licensee an exclusive, nontransferable, non-assignable, and royalty-free right and license (without the right to grant sublicenses) to use the Mark in connection with providing retail food store services ("Licensed Services") only in the states of Wisconsin, Illinois, Michigan, Indiana, and Ohio ("Licensed Territory").

**II. TERM**

This Agreement will commence on the date of execution by the second party hereto ("Effective Date"), and the license hereby granted will continue in full force and effect for ten (10) years from the Effective Date, unless terminated earlier pursuant to xxx.

**III. QUALITY OF SERVICES**

A.) Licensee understands and agrees that it is an essential condition to the validity of the Agreement and to the validity of the Mark, that the Licensed Services advertised, promoted, offered, or sold in association with the Mark be of the same consistent quality as when Licensee and its predecessors owned the Mark, subject to the approval and continuing supervision and control of Licensor. Licensor has the right to control all uses of the Mark on or in connection with the Licensed Services, and the right to control the nature and quality of the Licensed Services. Pursuant to this right of control, Licensee agrees to grant to Licensor access to the facilities where the Licensed Services are offered or sold by Licensee on or in connection with the Mark, at reasonable times during normal business hours, and upon reasonable notice, for the purpose, among other things, of inspecting the Licensed Services to the extent necessary to allow

**TRADEMARK LICENSE  
AGREEMENT**

Licensors to determine whether or not Licensors' quality standards are being met.

B.) From time to time during the term of this Agreement, Licensor may request Licensee to provide to Licensor a sample of signage, advertising, promotional, or other materials, if any, bearing the Mark used in connection with the advertising, promotion, sale or offering for sale of the Licensed Services, so that Licensor can determine whether the Mark is being used in the manner which complies with this Agreement.

#### **IV. ENFORCEMENT OF THE MARK**

Licensor grants to Licensee the right, along with Licensor, to enforce any and all legal rights in the Mark within the Licensed Territory against any infringement or imitation of the Mark by third parties.

#### **V. TERMINATION**

A.) Licensor may terminate this Agreement by giving written notice to Licensee if Licensee breaches any provision of this Agreement, and Licensee fails to correct such breach within thirty (30) days of being notified by Licensor.

B.) Upon termination or expiration of this Agreement, all the rights and privileges granted to Licensee will cease and terminate, and Licensee will immediately cease to use the Mark in any manner, and no signage, advertising, or promotional materials bearing the Mark will be displayed in connection with the Licensed Services.

#### **VI. DIVISIBILITY**

If any portion of this Agreement is held to be invalid or unenforceable, it will not affect the rights or obligations or enforceability of the remaining portions of this Agreement.

**VII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the matters within the scope of the Agreement and supersedes all oral or written representations or written agreements between the parties with respect to these matters. The parties may only modify this Agreement in a signed writing that expressly modifies this Agreement.

**VIII. APPLICABLE LAW**

This Agreement is governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date specified above.

MANSFIELD OIL COMPANY OF  
GAINESVILLE, INC.

By: Michael T. Mansfield

Name: Michael Mansfield

Title: President

Date: 12-27-99

CLARK RETAIL ENTERPRISES, INC.

By: Deborah C. Paskin

Name: Deborah C. Paskin

Title: EVP and CAO

Date: 12/21/99